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1989  
AGREEMENT

AGREEMENT BETWEEN

THE

ESSEX FELLS BOARD OF EDUCATION

AND THE

ESSEX FELLS TEACHERS ASSOCIATION

FOR THE YEARS

1989-1991

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PREAMBLE

THIS AGREEMENT is made and entered into this 21st day of June, Nineteen Hundred and Eighty-Nine (1989)

BETWEEN

The BOARD OF EDUCATION OF THE TOWNSHIP OF ESSEX FELLS, Essex County, New Jersey, hereinafter called the "Board":

AND

The ESSEX FELLS TEACHERS' ASSOCIATION, hereinafter called the "Association".

WHEREAS, pursuant to the requirement of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representatives of an appropriate employee unit shall be embodied in writing, and signed by the authorized representatives; and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's employees, consisting of regularly employed persons in the job categories of teacher, learning disability specialist, librarian, speech therapist, nurse and custodians:

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I

DURATION OF AGREEMENT

Articles I through XI shall continue in full force and effect without change through and until June 30, 1991, except in the case of any mutually agreed upon amendments hereto, which amendments shall be embodied in writing and signed by the Parties.

During the contract period, July 1, 1989 to June 30, 1991, there shall be no change in the items listed on Schedule C.

ARTICLE II

SALARIES

A. COMPENSATION

1. The Salary Guide for the Contract period for teachers, learning disability specialist, librarian and speech therapist is set forth on Schedule A-1 annexed hereto and made a part hereof.
2. The salaries for teachers, learning disability specialist, librarian, speech therapist, nurse and custodians for the 1989-90 and 1990-91 school year are set forth on Schedule A-2 annexed hereto and made part hereof.
3. It is recognized that declining enrollments may require staff reductions during this contract period. Schedules A-1 and A-2 do not guarantee employment for any individual, but are statements of salaries for individuals who remain in the employment of the Essex Fells Board of Education.

B. DEFINITIONS AND CONDITIONS

ADJUSTMENTS FOR CREDITS OR DEGREE

An adjustment shall be made to salaries of teachers upon completion of approved graduate credits or an earned degree. Placement is to be on the proper salary guide level.

The following conditions related to adjustment for credits or degree have been agreed to:

1. Courses taken for adjustment must be approved in advance by the Superintendent.
2. If adjustment credit is not approved, the Superintendent shall indicate the reason in writing to the employee.
3. Each employee shall be responsible for keeping his/her record of credits up to date and shall file an official transcript with the Superintendent upon completion of graduate courses or degree.
4. The 30th day of June of the year preceding the contract year shall be used as the cut-off date for the purpose of adjustment to base salary. Any courses taken after the 30th day of June shall be used for adjustment the following year.

C. SALARY CHECKS - Salary checks shall be issued in accordance with the annual schedule.

Salary checks shall be distributed on a ten-month or a twelve-month basis as determined by the employee's work year and shall be distributed on a bi-monthly basis during the year on the 15th and last day of the month.

Each employee must file a Federal Income Tax Withholding slip as a basis for salary deductions. A new form should be filed at any time during the year if there is a change in family status.

The following deductions shall be made from salaries;

1. REQUIRED: Social Security  
State Income Tax  
Federal Withholding Tax  
Teachers Pension and Annuity Fund  
Unemployment Insurance Compensation
2. OPTIONAL: (Request of Employee)  
Health Insurance (Washington National)  
Contributory Life Insurance (mandatory during first year of employment for new members of Teachers Pension and Annuity Fund)  
Professional Associations (N.E.A., N.J.E.A., Essex County Teacher's Associations, and E.F.T.A.)  
Tax Shelter Annuity through the Equitable Insurance Company

- D. RETIREMENT - Retirement shall be in accordance with New Jersey regulations of the Pension and Annuity Fund and the New Jersey Retirement Law of July 1, 1966. (N.J.S.A., Title 18A, Chapter 66, Article I)

### ARTICLE III

#### ASSOCIATION RIGHTS

- A. ATTENDANCE AT MEETINGS - Whenever any Association representative, teacher, nurse or custodian is requested by the Superintendent to participate during working hours in Association negotiations, grievance proceedings, conferences or meetings, he/she shall not suffer loss of pay.
- B. BULLETIN BOARD - A bulletin board shall be provided in the Central Office for Association and Board notices, postings of position vacancies and other notices to teachers, nurses and custodial staff.

Notices of position vacancies shall be posted for five (5) days exclusive of weekends and holidays and shall indicate the requirements for the position. Teachers who desire to apply for such a position shall submit their application in writing to the Superintendent within the time limit.

A copy of any posted notice of vacancy in the District shall be sent to the Association President.

### ARTICLE IV

#### CERTAIN MEDICAL AND DENTAL BENEFITS

- A. The Board hereby agrees to pay for 100% of individual and 100% of dependent Blue Cross, Blue Shield, Rider J, and Major Medical Insurance as provided by the New Jersey State Pension Fund for all those eligible employees in the unit represented by the Association who elect to accept said coverage.
- B. The Board agrees to pay for individual coverage and family coverage identical to that in effect during the 1986-87 Contract, in the New Jersey Dental Plan in an amount not to exceed \$714.00 per employee for all eligible employees in the unit represented by the Association who elect to accept such coverage.

## ARTICLE V

### TEMPORARY LEAVE OF ABSENCE

An employee shall be granted non-accumulative, temporary leave of absence with full pay as listed in Sections A, B, C and D as follows: Sections A, B, C and D replace all previous Board policies or contractual agreements regarding temporary leaves of absence.

#### A. SICK LEAVE

1. DEFINITION - Sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the School District's medical authorities on account of contagious disease or of being quarantined for such a disease in his/her immediate household. (18A: 30-1)
2. SICK LEAVE ALLOWABLE - All full-time ten-month employees shall be granted sick leave with full pay for a minimum of ten (10) days in any school year. All full time twelve-month employees shall be granted sick leave with full-pay for a minimum of twelve (12) days in any school year. All days not used in a particular school year are cumulative and may be used for additional sick leave as needed in subsequent years. Part-time employees shall be granted sick leave with full pay on a pro-rata basis. (18A: 30-2, 18A: 30-3)
3. PHYSICIAN'S CERTIFICATE REQUIRED FOR SICK LEAVE - In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave. (18A: 30-4)

#### B. PERSONAL LEAVE DAYS

A total of two (2) days leave of absence shall be granted a full time employee per year. An employee shall, on forms provided, present written notification for a personal leave day to the Superintendent of Schools as far in advance as possible except in the event of an emergency. No reasons for personal days must be given.

#### C. BEREAVEMENT

A total of five (5) days leave of absence shall be granted an employee per year.

1. Up to five (5) days leave of absence for spouse, child, or parent.

2. Up to three (3) days for brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other member of the employee's immediate household.

D. SERIOUS ILLNESS

Up to two (2) days leave of absence shall be granted an employee per year for serious illness in the immediate family. (The family shall include those listed under Section C.1.) Serious illness shall be considered: Illness which the attending physician considers sufficiently serious as to require an employee's presence at the bedside.

E. PROFESSIONAL LEAVE DAYS

Two (2) days per year may be approved by the Superintendent of Schools for attendance at an educational conference or to visit an elementary school.

Prior to approval, a written request shall be submitted at least two (2) weeks in advance stating the reasons for the professional leave day.

Subsequent to the professional leave day, a written report shall be prepared by the employee and distributed to all professional employees, administrators, and a copy filed with the Board of Education.

F. MILITARY LEAVE

Any regular employee of the Essex Fells School who enlists or is conscripted into the Armed Forces of the United States for service or training, shall make application for military leave. The employee shall be reinstated to his/her position in this school system with full credit including the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of his/her position.

Application for reinstatement shall be made within a reasonable time after honorable discharge or release from military service, and not later than ninety (90) days from the date of such release or discharge. (18A: 6-33)

While employee is on leave, it is mandatory that the Board of Education keep up his/her annual payments to the New Jersey



Teachers Pension and Annuity Fund. (Rules of State Department of Education).

G. MATERNITY, CHILD CARE LEAVE

1. MATERNITY LEAVE

- a. Definition: Leave for the purpose of giving birth to a child and the subsequent recovery of the mother.
- b. Maternity leave shall be granted in accordance with applicable State and Federal law and mandate of the New Jersey State Commissioner of Education.

2. CHILD CARE LEAVE

- a. Definition: Leave for the purpose of caring for a natural or adopted child.
- b. Application requesting child care leave shall be made in writing to the Superintendent.
- c. An employee adopting a child may be granted leave upon receiving de facto custody of the child, or earlier if necessary, in order to fulfill the requirements for adoption.
- d. The Board shall not be required to extend the child care leave of a non-tenured employee beyond the end of the school year in which it was granted.
- e. Child care leave shall be granted in accordance with applicable State and Federal Law and mandate of the New Jersey State Commissioner of Education.

ARTICLE VI

TUITION REIMBURSEMENT

- A. Teachers shall be eligible for tuition reimbursement for graduate courses provided the teacher obtains the Superintendent's prior approval and completes courses for which reimbursement is requested with a grade of "B" or better. Complete documentation must be submitted to the Superintendent for reimbursement.

- B. Reimbursement payment shall be at the tuition rate of the institution attended up to the tuition rate of Rutgers University but not to exceed one thousand (\$1,000) dollars per year for any teacher.

#### ARTICLE VII

##### PARENT-TEACHER CONFERENCES AND N.J.E.A. CONVENTION DAYS

Classes in grades 1-6 will be dismissed early for parent-teacher conferences two (2) afternoons in the fall semester and two (2) afternoons in the spring semester.

School shall be closed for students, teachers and nurse on N.J.E.A. convention days.

#### ARTICLE VIII

##### CUSTODIAN BENEFITS

###### A. HOLIDAYS

In addition to benefits provided custodians by other specifically relevant sections of this Agreement, full time custodians are to be provided eleven (11) paid holidays per year plus other benefits set forth below in this Article. Holidays are to be those designated in the School Calendar and are to be taken as each is scheduled. In the event that fewer than eleven (11) holidays are scheduled for the year, or in the event that work schedule requirements make it necessary for any custodian to be assigned duty for that day, an alternate day(s) shall be provided to assure full time custodians eleven (11) holidays in each school year. Scheduling of alternate holidays requires prior approval of the Superintendent.

###### B. VACATIONS

Full time custodians shall accrue paid vacation entitlement as follows:

Full time custodians are entitled to ten (10) days of vacation with pay after one (1) year of employment and fifteen (15) days after fifteen (15) years. Vacation days are to be taken during summer months unless permitted otherwise on a case-by-case basis by the Superintendent. All vacation scheduling plans must be approved by the Superintendent in advance.

C. WORK CLOTHES ALLOWANCE

The Board shall reimburse each custodian for purchase of clothes and shoes required for work in the amount of seventy-five (75) dollars each year of this Agreement.

D. MILEAGE ALLOWANCE

The Lead Custodian shall be reimbursed for authorized use of personal automobile and related travel expenses in the amount of eighty-five (85) dollars semi-annually.

E. WORK WEEK

The regular work week for full time custodians shall be forty (40) hours inclusive of a daily paid lunch period of one-half hour. Daily start and end work times shall be determined by the Superintendent.

F. OVERTIME PAY

Custodian work assignments in excess of forty (40) hours in any regular work week shall be paid at overtime rate of 1 1/2 times the employee's regular hourly rate of pay.

ARTICLE IX

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Superintendent of Schools, and having the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

B. FORMAL PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year; and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. LEVEL I

Any employee who has a grievance shall submit this grievance to the Superintendent of Schools in writing, within fifteen (15) school days of the date of the occurrence or action prompting the complaint. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent of Schools shall, in writing, advise the employee of this determination and shall forward a copy of said determination to the Secretary of the Board of Education.

4. LEVEL II

If the aggrieved person is not satisfied at Level I, the aggrieved may, within five (5) school days, submit the grievance in writing to the Board. Upon request, the Board or committee thereof, shall convene a hearing within ten (10) school days. The Board shall render a decision within ten (10) school days thereafter, but in any case not later than twenty (20) school days after the receipt of the grievance.

C. MISCELLANEOUS

1. Failure by an aggrieved to meet the time stipulations as noted at each level of the grievance procedure shall constitute an automatic waiver of further appeal and render the grievance null and void. Failure by the Superintendent or Board to meet the time stipulations as

noted at each level of the grievance procedure shall permit the aggrieved to automatically proceed to the next level of the grievance procedure without prejudice.

2. The following matters shall be exempt from the grievance process:
  - a. A matter relating to the non-renewal or termination on notice of a non-tenured employee's contract;
  - b. A complaint occasioned by the appointment to, retention or lack of retention in any position for which tenure is not possible or required; for example, a co-curricular position, teacher or lunchroom aide; and
  - c. A matter for which a specific remedy or method of appeal exists in law.
3. When an aggrieved party chooses to pursue an alleged adverse condition or event through an administrative or regulatory agency, such choice shall constitute an automatic waiver of any right to further appeal through the grievance procedure of this Agreement.
4. If, in the judgment of the Essex Fells Teachers' Association, a grievance affects a group or class of teachers, the Essex Fells Teachers' Association may submit such grievance in writing to the Superintendent of Schools within fifteen (15) school days of the date of the occurrence or action prompting the complaint. The processing of such grievance shall be commenced at Level I.

The E.F.T.A. may submit such a grievance even through the aggrieved person does not wish to do so.

#### ARTICLE X

#### RENEGOTIATION OF AGREEMENT

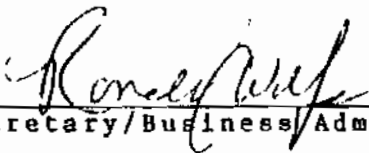
The Board and the Association agree that the negotiations between the Board and the unit concerning the terms and conditions of employment and all Articles of this Contract shall commence no later than November 29, 1990 and shall proceed thereafter with a view toward concluding the same on or before June 15, 1991.

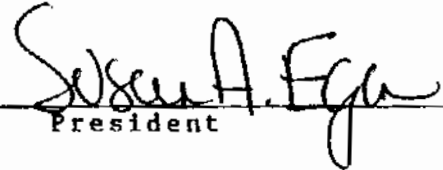
ARTICLE XI

This Agreement incorporates the entire understanding of the Parties on all issues covered and provided herein, and during the term of the Agreement neither Party shall be required to renegotiate concerning said issues for the period covered herein.

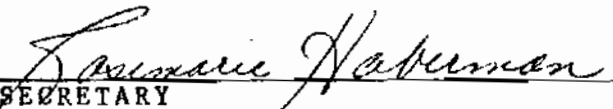
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, on the day and year aforesaid.

FOR THE BOARD:

  
Secretary/Business Administrator

  
President

FOR THE ASSOCIATION:

  
SECRETARY

  
PRESIDENT

APPENDIX  
SCHEDULE A-1

ESSEX FELLS TEACHER SALARY GUIDE 1989-90 AND 1990-91

<u>LEVEL</u>	<u>BA</u>		<u>BA+15</u>		<u>MA</u>		<u>MA+15</u>		<u>MA+30</u>	
	<u>89-90</u>	<u>90-91</u>	<u>89-90</u>	<u>90-91</u>	<u>89-90</u>	<u>90-91</u>	<u>89-90</u>	<u>90-91</u>	<u>89-90</u>	<u>90-91</u>
A	24230	-	24830	-	26080	-	27080	-	28080	-
B	24930	26800	25530	27600	26780	28800	27780	29800	28780	30800
C	25650	27550	26250	28350	27500	29550	28500	30550	29500	31550
D	26450	28350	27050	29150	28300	30350	29300	31350	30300	32350
E	27250	29200	27850	30000	29100	31200	30100	32200	31100	33200
F	28100	30050	28700	30850	29950	32050	30950	33050	31950	34050
G	29000	30970	29600	31770	30850	32970	31850	33970	32850	34970
H	29900	31930	30500	32730	31800	33930	32850	35050	33850	36050
I	30950	32980	31550	33820	32900	35020	33950	36100	35000	37150
J	32000	34160	32600	34960	34000	36190	35150	37200	36250	38300
K	33050	35340	33650	36140	35100	37340	36200	38730	37300	39850
L	34150	36520	34750	37320	36200	38520	37300	39730	38400	40750
M	35250	37670	35850	38470	37300	39670	38400	40830	39500	41860
N	36350	38850	36950	39650	38400	40850	39500	41990	40600	43040
O	37450	40050	38050	40850	39500	42050	40600	43190	41700	44240